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likewise, is the implied promise to restore upon which the purchaser of land is allowed, upon non-conveyance by the vendor, to recover the price paid, in quasi-contract. *Thomas v. Pacific Beach Co.*, 115 Cal. 136, 46 Pac. 899. *Duncan v. Gibson*, 17 Utah 209, 53 Pac. 1044. The decisions would seem to draw the line between such implied contracts as those just cited, on the one hand, and all implied warranties, as in the principal case, on the other. *Bancroft v. San Francisco Tool Co.*, 47 Pac. 684 (Cal.); *Meade v. Warring*, 35 S. W. 308 (Tex. Civ. App.). Such a distinction is hardly satisfactory. The cases of implied warranties, despite the broad language of the opinions, usually involve warranties of goods ordered by description only. The principal case is of this type. Here it may well be argued that a fair interpretation of the language shows that the parties in fact contemplated goods of a fair quality of the description specified, and not any goods of that description. See WILLISTON, SALES, § 230. But when the sale is of a specific chattel, the implied warranty cannot be derived from the terms of the bargain. It is imposed upon the vendor regardless of the intent of the parties by operation of law, and should be subject to any statutory limitations upon unwritten or implied contracts.

**SALES — STOPPAGE IN TRANSITU — SELLER'S LIABILITY FOR FREIGHT.** — A vendor sold goods on credit. The purchaser contracted with a shipowner to pay for their transportation. On learning of the purchaser's insolvency, the vendor stopped the goods *in transitu*, but did not take possession of them. The carrier sues the vendor for the freight. *Held*, that he may recover. *Booth Steamship Co. v. Cargo Fleet Iron Co.*, [1916] 2 K. B. 570 (Ct. of App.).

In most cases of stoppage *in transitu* the carrier is amply protected by his lien on the goods. The novel point presented by the principal case can, therefore, only arise when the goods at the point of stoppage are not worth enough to pay the freight. Stoppage *in transitu*, being a right of purely equitable nature, is not allowed where it would be unfair to the carrier. See WILLISTON, SALES, § 541. In view of this principle, if the right to stop is clearly given the seller, an exercise of the right should obligate him to indemnify the carrier for any loss caused thereby. But the loss occasioned in a case like the principal case would be only the amount which the carrier could recover from the insolvent buyer. Hence this quasi-contractual remedy would not give the carrier the full price of the freight. But the principal case finds full support on another theory. Formerly a stoppage *in transitu* was effective only if the seller secured actual possession of the goods. See *Snee v. Prescott*, 1 Atk. 245, 248. The present method, by mere notice, is really a short cut to the same result, for the stoppage gives the seller only a lien, which depends for its effectiveness on his possession. See *Newhall v. Vargas*, 15 Me. 314. It is not unreasonable, therefore, to imply from the seller's notice to stop a promise by him to take possession of the goods. But in order to obtain possession, the seller must discharge the carrier's lien for freight. *Potts v. New York & New England R. Co.*, 131 Mass. 455; *Pennsylvania Steel Co. v. Georgia R., etc. Co.*, 94 Ga. 636, 21 S. E. 577. It would therefore follow that a promise to discharge the lien is likewise implied in the order.

**TRUSTS — CREATION AND VALIDITY — CONDITION CONTRARY TO PUBLIC POLICY.** — A settlor placed certain funds in trust for the plaintiff until he should come of age. The interest on this sum was to be paid for the plaintiff's maintenance. But no interest was to be paid unless the father, in whose custody he then was, should give up all control over him. Plaintiff seeks to have interest paid him while still in his father's control. *Held*, that the condition is enforceable. *Re Borwick's Settlement*, 115 L. T. R. 183 (Ch. D.).

As in the case of contracts, conditions in gifts and testamentary dispositions making the effectiveness of the gift dependent on the doing of an act contrary to